

AGREEMENT

Between

**UNITED STATES ARMY AVIATION CENTER AND FORT RUCKER
UNITED STATES ARMY AEROMEDICAL CENTER
UNITED STATES ARMY SAFETY CENTER
UNITED STATES ARMY AVIATION TECHNICAL TEST CENTER
UNITED STATES ARMY DENTAL CLINIC COMMAND**

AND

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1815**

Effective Date: 15 May 2002

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EFFECTIVE DATE, DURATION AND CHANGES TO AGREEMENT

Section 1. Except as otherwise provided in Article 9, Section 9, this Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no

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longer entitled to exclusive recognition under Title VII Public Law 95-454. Unless otherwise agreed by the parties, negotiations on a new Agreement shall convene not more than ninety (90) nor less than sixty (60) days prior to the expiration date of this Agreement.

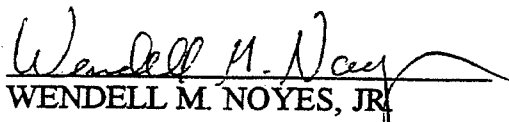
Section 2. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

(a) Amendment(s) may be required because of changes made in applicable laws or executive orders after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or executive orders. Such amendment(s) as agreed to will be duly executed by the parties.


(b) It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

(c) It shall be opened for amendment upon the written request of either party made within 30 calendar days after receipt by such party of any Executive Order, federal law, rules or regulation which substantially affect any of the terms and conditions of this Agreement and which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate Executive Order, federal law, rule or regulation, upon which each such amendment request is based. The parties shall meet within 14 calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such Executive Order, federal law, rule or regulation, which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

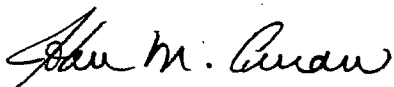
FOR THE EMPLOYER:

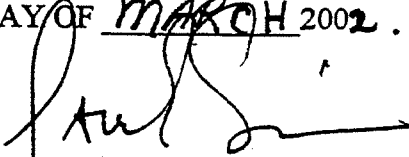

WENDELL M. NOYES, JR.
Chief Negotiator

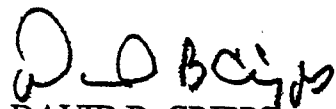
FOR AFGE, LOCAL 1815:



J. EMERSON GARRISON
Chief Negotiator
President, AFGE, Local 1815

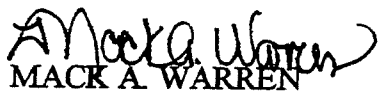
THIS AGREEMENT IS EXECUTED ON THIS 8TH DAY OF MARCH 2002.


JOHN M. CURRAN
Major General, USA
Commanding General, U.S. Army Aviation Center


JAMES E. SIMMONS
Brigadier General, USA
Commander, U.S. Army Safety
Center


DAVID B. CRIPPS
Colonel, AV
Commander, U.S. Army Aviation
Technical Test Center


ALAN L. MOLOFF
Colonel, MC
Commander, U.S. Army
Aeromedical Center


MACK A. WARREN
Colonel, DC
Commander, U.S. Army Dental Clinic Command

APPROVED 15 MAY 2002

GLOSSARY

1. Flexible Work Schedule.

a. Variable week is a flexible schedule containing core time on each workday in the biweekly pay period in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period.

b. Flexitour is a flexible schedule containing core time on each workday in which an employee has a basic work requirement of 8 hours per day and 40 hours per week and in which the employee, having once selected starting and stopping times within the flexible time band, continues to adhere to these times. Modified Flexitour is the same as flexitour except that the employee may modify their schedule with the prior approval of the supervisor.

c. Gliding schedule is a flexible schedule containing core time on each workday in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week, and may select an arrival time each day and may change the arrival time daily as long as it is within the established flexible time band. Modified gliding schedule is the same as gliding schedule except employees must ensure minimum coverage is maintained during customer service hours.

d. Variable day is a flexible schedule containing core time on each workday in the week and in which a full-time employee has a basic work requirement of 40 hours in each week. The number of hours worked on a given workday may vary within the week, within the limits established for the organization.

e. Credit hours may be worked only by employees on flexible schedules. Credit hours are hours in excess of the basic work requirements, but within the tour of duty. Credit hours shall be earned and used in the same increments as other leave. Credit hours are earned when work is performed at the option of the employee. The hours are in excess of the employee's basic work requirement (8 hours in a day, 40 hours in a week, or 80 hours in the biweekly pay period). Credit hours are distinguished from overtime hours in that they are not officially ordered in advance by management. See 5 U.S.C. 6121-6126, reference (b).

f. Core hours are those designated time and days during the biweekly pay period when an employee must be present for work.

2. Compressed work schedule is an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays. The compressed work schedules used most often are the 5-4/9 and the 4-10 week. In the 5-4/9, full-time employees work 8 nine-hour days and one 8-hour day in a pay period. In 4-10 week, full-time employees work four 10-hour days.

3. Overtime hours are all hours of work in excess of scheduled hours in a day or 80 hours in a pay period which are officially ordered or approved in advance.

4. Standby duty (paid status) – An employee will be considered on duty and time spent on standby duty shall be considered hours of work if the employee is restricted to an agency's premises, or so close that the employee cannot use the time effectively for his/her own purposes; or, the employee is restricted to his/her living quarters or designated post of duty, has his/her activities substantially limited, and is required to remain in state of readiness to perform work.

5. On-call status (non-paid status) – An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or, the employee is allowed to make arrangements so that any work which may arise during the on-call period will be performed by another person.

6. Formal discussion is between one or more representatives of the agency and one or more employees in the unit or their representatives, concerning any grievance or any personnel policy practices or other general condition of employment.

7. Confidential employees is an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

8. Professional employee is an employee engaged in the performance of work –

(a) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(b) requiring the consistent exercise of discretion and judgment in its performance;

(c) which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work; and

(d) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

(e) an employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (a) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee.

9. Agency The Department of the Army

10. RESUMIX Pre-positioned acceptable resumes of no more than three pages, placed on file in Civilian Personnel Operations Center that handles job announcements for the area you are interested in. As new vacancy announcements are published, applicants may submit self-nominations via e-mail or hard copy.

11. Area of Consideration The area in which an intensive search is made for eligible candidates for a specific position.

12. Change to Lower Grade. (also called "Demotion"). Personnel action that moves employee to (1) a position at a lower grade when both the old and new positions are under the General Schedule or under the same type graded wage schedule or (2) an action that moves an employee to a position with a lower grade of basic pay when both the old and the new positions are under

the same type upgraded wage schedule or in a different pay method category.

13. Competitive Service. All civilian positions in the federal government that are not specifically excepted from the civil service laws by or under statute, by the President, or by the OPM under Rules VI or IX.
14. Detail. The temporary assignment of an employee to duties not within his/her job description.
15. Effective Date. The date on which a personnel action takes place and on which the employee's official assignment begins.
16. Eligible or Qualified Candidates. Candidates meeting OPM qualification standards and appropriate minimum selective placement factors for the position being filled.
17. Excepted Service. Unclassified service, unclassified civil service or positions outside the competitive service and the Senior Executive Service. Excepted Service positions have been excepted from the requirements of the competitive service by law, executive order, or OPM regulation.
18. Executive Order. Directive issued by the President
19. Federal Merit System. A complete system of personnel selection and management based on an integrated set of personnel policies, procedures and practices designed to accomplish three (3) basic objectives: (1) to recruit a competent work force; (2) to ensure a stable work force; and (3) to provide equal opportunity for employment.
20. Installation. Fort Rucker, Alabama, which includes all activities serviced by the civilian personnel office.
21. Job Element. Knowledge, skill, or ability needed for successful performance in a position.
22. Merit Staffing Program. The system under which agencies consider an employee for vacant positions on the basis of personal merit. Vacant positions are usually filled through competition with applicants being evaluated and ranked for the position on the basis of their experience, education, skills and performance record.
23. Operational Necessity. Is when the area of consideration is narrowed because the position is being filled (on a temporary promotion/detail) requires special knowledge, skills and abilities and delay in filling the position would impair the operational mission. (Requests for this type action requires full justification).
24. Overhire Position. A local authority granted for employment of full-time permanent employee(s) in excess of authorized civilian strength (approved against hire lag).
25. Position Change. A promotion, reassignment, or change to lower grade. A position change by any of these methods may involve a change of official headquarters or post of duty with DA.
26. Promotion. The change of an employee, while continuously employed, from one General Schedule grade to a higher General Schedule grade, from one Wage Schedule grade to a higher

Wage Schedule grade, or from a representative rate of one federal pay system to a higher representative rate of a different federal pay system.

27. Reassignment. The change of an employee from one position to another position of equivalent grade.

28. Reinstatement. Noncompetitive reemployment in the competitive service as a career or career-conditional employee or a person formerly employed in the competitive service who had a competitive status or was serving probation when she/he was separated.

29. Repromotion Eligible. A non-temporary employee who, within DOD, was placed in a lower grade position or was involuntarily separated from a DOD position without personal cause and not at his/her request and who, since that action, has been employed within DOD in position(s) of lower grade, while receiving retained grade, pay, or salary benefits resulting from the involuntary placement in the lower grade position.

30. Temporary Promotion. The temporary official placement of an employee into a position of higher grade. This action temporarily increases an employee's grade and rate of pay.

31. Time-In-Grade Restriction. That part of the civil service regulations that prevents agencies from making excessively rapid promotions from one competitive service position that is subject to the General Schedule to another competitive service position that is subject to the General Schedule.

As a general rule, an employee being promoted to a position above GS-5 must have served for one year in grade at the next lower grade, or for one year at the second lower grade if the job is graded at two grade intervals.

32. Transfer. The movement of an employee from one federal government agency to another agency.

33. Noncompetitive. Placement actions accomplished without regard to the competitive procedures of this Article. Noncompetitive actions will not include any ranking of job qualifications beyond basic qualifications.

34. Selective Placement Factor. Knowledge, skills and abilities not contained in the OPM Qualifications Handbook that are so essential for successful performance in a particular position that they become part of the minimum qualification requirements in addition to those outlined in OPM's Qualification Standards. It must not be so restrictive that it runs counter to the goal of placing applicants from priority placement lists established to assist in the placement of employees affected in a RIF. It will be identified on the vacancy announcement and readily identifiable from the position description. An example would be: (1) Ability to speak, read, and to write a language other than English; (2) Knowledge or ability pertaining to a certain program or mission when these cannot be readily acquired within 90 days; (3) Ability in a functional area (for example, ability to evaluate alternative ADF systems).

35. KSA. An acronym for "Knowledge, Skills and Abilities." They are the attributes required to perform a job and are generally demonstrated through qualifying experience, education or training. They are predetermined through job analysis to be essential for successful job performance.

APPENDICES

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APPENDIX A

OFFICIAL TIME RECORD

For use of this form, see USAAVNC Regulation 690-1,
the proponent agency is Office of Civilian Personnel

NAME	DATE
<p>Category I. <u>Contract Negotiations</u></p> <p>(Including time spent with FMCS and FSIP, on FLRA negotiability dispute proceedings, and in preparation for negotiations)</p> <p>A. Basic, Renegotiation or Reopener Negotiations _____ hrs</p> <p>B. Midterm Negotiations (All negotiations other than those covered by category IA; including formal negotiations over a proposed change in activity policy, informal negotiations, and impact and implementation bargaining). _____ hrs</p> <p>Category II. <u>On-Going Labor-Management Relationships</u></p> <p>(Including labor-management committees, consultations, OSHA walk-arounds, FLRA ULP and representation proceedings, labor relations training for Union reports under 5 U.S.C. 7120(a), formal and informal meetings, "Weingarter-type meetings, preparation for meetings and any investigation/preparation time allowed by the negotiated agreement or controlling regulations). _____ hrs</p> <p>Category III. <u>Grievances and Appeals</u></p> <p>(Including serving as a witness to third-party proceedings and investigation/preparation time).</p> <p>A. Grievances and Arbitration Under the Negotiated Agreement _____ hrs</p> <p>B. All other Grievances and Appeals (DA Grievance procedure, appeals to MSPB, EEO complaints, OSHA complaints and any other complaints and appellate processes) _____ hrs</p> <p>Category IV. <u>Travel and Per diem</u></p> <p>A. Odometer: Beginning: _____ Ending: _____</p> <p>B. Mileage _____ Total: _____ miles</p>	
SIGNATURE	SUPERVISOR INITIALS

USAAVNC Fm 1910, 12 NOV 95 Previous editions may be used until stock is exhausted

APPENDIX B

A.F.G.E. GRIEVANCE FORM
(Negotiated Grievance Procedure Only)
For use of this form, see A.F.G.E. Negotiated Agreement
The proponent agency is Directorate of Civilian Personnel

DATE: _____

GRIEVANT'S NAME: _____

JOB TITLE AND GRADE: _____

ORGANIZATION AND WORK LOCATION: _____

UNRESOLVED GRIEVANCE: STATE EXACTLY WHAT THE GRIEVANCE IS AND WHEN IT OCCURRED. ATTACH ADDITIONAL SHEETS IF MORE SPACE IS NEEDED:

ARTICLE(S) AND SECTION(S)/REGULATION(S) INDISPUTE: _____

CORRECTIVE ACTION SOUGHT: _____

NAME OF REPRESENTATIVE: _____

SIGNATURE OF EMPLOYEE: _____

ALL TIME LIMITS IN ARTICLE 37 MUST BE COMPLIED WITH.

****CALL A.F.G.E. LOCAL 1815 FOR APPOINTMENT. DO NOT CONTACT THE EMPLOYEE DIRECTLY****

INFORMAL PROCEDURE

STEP 1

(ORAL DECISION WILL BE RENDERED WITHIN 7 WORKING DAYS AFTER DISCUSSION WITH GRIEVANT.)

IMMEDIATE SUPERVISOR: _____

DATE INFORMAL GRIEVANCE PRESENTED TO IMMEDIATE SUPERVISOR: _____

DATE FORMAL ORAL DECISION WAS RENDERED: _____

USAAVNC FORM 248, 14 DEC 95 PREVIOUS EDITIONS OBSOLETE

FORMAL PROCEDURE

STEP 2

DECIDING OFFICIAL WILL MEET WITH GRIEVANT AND REPRESENTATIVE WITHIN 7 WORKING DAYS AND
RENDER WRITTEN DECISION WITHIN 7 WORKING DAYS AFTER DISCUSSION

DATE RECEIVED: _____ DATE OF DISCUSSION: _____

DIVISION CHIEF OR COMPARABLE LEVEL OFFICIAL: _____

DATE OF WRITTEN DECISION (ATTACH COPY): _____ NUMBER OF COPIES: 3

STEP 3

DECIDING OFFICIAL WILL MEET WITH GRIEVANT AND REPRESENTATIVE WITHIN 7 WORKING
DAYS AND RENDER A WRITTEN DECISION WITHIN 7 WORKING DAYS AFTER DISCUSSION.

DATE STEP 2 DECISION RECEIVED: _____ CONSIDER AT STEP 3: _____

GRIEVANT'S SIGNATURE: _____

DIRECTOR OR COMPARABLE LEVEL OFFICIAL: _____

DATE RECEIVED: _____ DATE OF DISCUSSION: _____

DATE WRITTEN DECISION: _____ NUMBER OF COPIES: 3

STEP 4

DECIDING OFFICIAL WILL MEET WITH GRIEVANT AND REPRESENTATIVE WITHIN 12 WORKING
DAYS AND RENDER A WRITTEN DECISION WITHIN 15 WORKING DAYS AFTER DISCUSSION

DATE STEP 3 DECISION RECEIVED: _____ CONSIDER AT STEP 4: _____

GRIEVANT'S SIGNATURE: _____

COMMANDER OR DESIGNATED REPRESENTATIVE: _____

DATE RECEIVED: _____ DATE OF DISCUSSION: _____

DATE WRITTEN DECISION: _____ NUMBER OF COPIES: 3

STEP 5

FMCS MEDIATION

DATE STEP 4 DECISION RECEIVED: _____ CONSIDER AT STEP 5: _____

REPRESENTATIVE SIGNATURE: _____

DATE OF FMCS MEDIATION: _____

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APPENDIX C

**SCHEDULED 5/4-9 COMPRESSED SCHEDULED WORKWEEK AND REGULARLY
FIVE-DAY WORK WEEK**

Scheduled Days Off	Day Actual Holiday Falls on	Day Observed in Lieu of Actual Holiday
Saturday-Sunday	Saturday Sunday	Preceding Friday Following Monday
Sunday-Monday	Sunday Monday	Following Tuesday Preceding Saturday
Monday-Tuesday	Monday Tuesday	Following Wednesday Preceding Sunday
Tuesday-Wednesday	Tuesday Wednesday	Following Thursday Preceding Monday
Wednesday-Thursday	Wednesday Thursday	Following Friday Preceding Tuesday
Thursday-Friday	Thursday Friday	Following Saturday Preceding Wednesday
Friday-Saturday	Friday Saturday	Following Sunday Preceding Thursday

SCHEDULED FOUR-DAY COMPRESSED SCHEDULED WORKWEEK

Scheduled Days Off	Day Actual Holiday Falls On	Day Observed In Lieu of the Actual Holiday
Sunday	Sunday	Following Wednesday
Monday	Monday	Preceding Saturday
Tuesday	Tuesday	Preceding Saturday
Monday	Monday	Following Thursday
Tuesday	Tuesday	Preceding Sunday
Wednesday	Wednesday	Preceding Sunday
Tuesday	Tuesday	Following Friday
Wednesday	Wednesday	Preceding Monday
Thursday	Thursday	Preceding Monday
Wednesday	Wednesday	Following Saturday
Thursday	Thursday	Preceding Tuesday
Friday	Friday	Preceding Tuesday
Thursday	Thursday	Following Sunday
Friday	Friday	Preceding Wednesday
Saturday	Saturday	Preceding Wednesday
Friday	Friday	Preceding Thursday
Saturday	Saturday	Preceding Thursday
Sunday	Sunday	Following Monday
Saturday	Saturday	Preceding Friday
Sunday	Sunday	Following Tuesday
Monday	Monday	Preceding Friday